

MEMORANDUM OF AGREEMENT

Between

United States Department of Veterans Affairs

And

Cohen Veterans Network, Inc.

I. PURPOSE:

This Memorandum of Agreement (“MoA”) is entered into between the U.S. Department of Veterans Affairs, Veterans Health Administration (“VA” or “Department”), 810 Vermont Avenue NW, Washington, DC 20420, and the Cohen Veterans Network, Inc. (“CVN”), 72 Cummings Point Road, Stamford, CT 06902. VA and CVN shall be collectively referred to as the “Parties.”

This MoA sets forth a structure in which the Parties will work in a mutually beneficial manner to advance and improve Veterans’ mental health and wellbeing and expand and promote community collaboration to increase all Veterans’ access to mental health resources.

II. AUTHORITY:

VA enters this MoA pursuant to its authority under 38 U.S. Code § 523 to coordinate provision of benefits and services (and information about such benefits and services) with appropriate programs (and information about such programs) conducted by State and local governmental agencies and by private entities at the State and local level in order improve Veterans’ mental health and access to mental health resources.

III. BACKGROUND:

Cohen Veterans Network, Inc. website: www.cohenveteransnetwork.org

CVN was established in 2015 to improve the quality of life for post-9/11 Veterans and their families by focusing on improving mental health outcomes and access to mental health care especially for affected Veterans facing post-traumatic stress and related challenges. CVN accomplishes this through directly providing mental healthcare through a national network of Cohen Military Family Clinics for Veterans and family members dealing with post-traumatic stress and other mental health conditions. The Cohen Military Family Clinics (“MFCs”) provide a compassionate, individually-tailored, and holistic approach to outpatient mental health treatment for Veterans and their family members. CVN defines a Veteran as any individual who has served in the Armed Services (including the National Guard and Reserves) in any capacity, regardless of role or discharge status.

Department of Veterans Affairs

VA's mission is to fulfill President Lincoln's promise, "[t]o care for him who shall have borne the battle and for his widow, and his orphan" by serving and honoring the men and women who are America's Veterans in accordance with Federal law. The Department's key priorities for fiscal year 2017 include prioritizing Veteran suicide prevention for Veteran Health Administration ("VHA") users and those Veterans not receiving care from VHA; advancing this mission through public and private partnerships, improving Veterans' experience with VA and improving Veterans' access to healthcare. The Department has identified these primary goals and has set priority milestones across the Department in the Veterans Benefits Administration (VBA), VHA, and the National Cemetery Administration.

IV. RESPONSIBILITIES:

U.S. Department of Veterans Affairs:

- a. VHA Office of Mental Health and Suicide Prevention will participate in regular conference calls and meet with CVN staff to discuss potential mental health educational initiatives, consumer marketing and public health messaging.
- b. VHA Office of Mental Health and Suicide Prevention will share publicly-available VA-developed education resources with CVN staff and MFC providers, to include: military cultural competence training, Coaching in to Care Program, Make the Connection, S.A.V.E. training, information about existing VA resources around issues identified as priorities for both VA and CVN such as Veterans Crisis Line information, opioid overdose education, suicide prevention education and mental health stigma reduction.
- c. VA will work with CVN as CVN seeks to identify future locations for MFCs in regions believed to have underserved Veterans in need of mental health care services.
- d. VA will provide publicly available, de-identified data about the number of Veterans seeking mental health care and the number of Veterans living in specific geographic locations to CVN.
- e. VA will provide VA Form 10-5345 Request for and Authorization to Release Medical Records or Health Information to MFCs to improve the coordination of care for Veterans receiving care from the MFCs and VA.
- f. VHA Office of Mental Health and Suicide Prevention will work to foster VA Suicide Prevention Coordinator participation with the MFCs to broaden the reach of suicide prevention in the non-VHA served Veteran community. Veterans Crisis Line material and cooperation in agreed upon outreach events and information about clinical resources will be made available to CVN and the CVN MFCs.
- g. VHA Office of Mental Health and Suicide Prevention will provide CVN staff with publicly available information regarding VBA navigation tools, contacts and resources.
- h. VA will provide access to CVN staff to select training resources, as appropriate, through the VA learning management system, TRAIN.
- i. Consultation on the treatment of Veterans with Post Traumatic Stress Disorder (PTSD) through the VA National Center for PTSD is available to CVN staff by

contacting the phone consultation line at 1-866-948-7880 or visiting the website:
<https://www.ptsd.va.gov/consult>

j. CVN and VA staff will collaborate towards the advancement of the field of evidence-based psychotherapy (EBP) research, practice, implementation, and dissemination through cross-organizational participation in conferences, summits and meetings where relevant to improve the care provided to Veterans.

Cohen Veterans Network, Inc.:

- a. CVN will participate in regular conference calls and meet with VA Office for Suicide Prevention and VHA Office of Mental Health and Suicide Prevention to share CVN priorities and discuss potential mental health educational initiatives, direct to consumer marketing and public health messaging of importance and relating to the Veteran population.
- b. CVN will collaborate with VHA Office of Mental Health and Suicide Prevention to develop and implement one or more mental health educational initiatives and conduct awareness activities for Veterans around issues identified as priorities by CVN and VA.
- c. CVN will widely distribute, including via website links from CVN website, as applicable, VA developed education resources and information to include: military cultural competence training, Coaching in to Care Program, Make the Connection, S.A.V.E. training, Veterans Crisis Line information, opioid overdose education, suicide prevention education and mental health stigma reduction to their employees, volunteers and clients served.
- d. CVN will collaborate, as appropriate, with VHA Office of Mental Health and Suicide Prevention to make publicly available VA-developed educational resources for health care providers, such as military culture training, Suicide Prevention Safety Plan training or S.A.V.E. training or others to their CVN staff and MFC employees.
- e. CVN will share quarterly the publicly available number of Veterans served within their nationwide network of clinics and whether they are eligible for VHA care.
- f. CVN and VA staff will collaborate towards the advancement of the field of EBP research, practice, implementation, and dissemination through cross-organizational participation in conferences, summits and meetings where relevant to improve the care provided to Veterans.

V. OBJECTIVES:

The Department and CVN have a shared goal to improve Veterans' health and well-being and enhance Veteran access to mental health services. This cooperative relationship will be mutually beneficial as the Parties work together through a set of objectives to achieve this goal. This MoA sets forth a framework of cooperation between the Parties to achieve the following objectives:

1. Collaborate to expand the reach and awareness of mental health educational tools and web based resources to Veterans in need of mental health resources.
2. Collaborate to ensure CVN, MFC and VA staff benefit from publicly available VA MFC and CVN clinical and administrative information.

3. Exchange publicly available data, as requested and approved, on Veterans served by MFCs and VA.

VI. OUTCOMES:

The Department and CVN seek to enhance services to Veterans and their families through this cooperative relationship. The ability to quantitatively and qualitatively capture objective performance through metrics that demonstrate the impact of this relationship is critical. Therefore, the Parties agree to use the following metrics to capture and record progress on the stated objectives through related outcomes:

1. Annual number of users accessing VA web-mental health resources, such as Make the Connection.net, Veteranscrisisline.net or community provider toolkit, from the CVN and MFC websites.
2. Annual number of CVN and MFC employees trained using VA curriculum.
 - a. For example, VA Office of Mental Health and Suicide Prevention provided the Suicide Risk Assessment and Suicide Prevention Safety Plan Guide for Clinicians. The number of MFC employees using that resource or trained by VA to use the resource should be reported.
3. Number of community awareness programs conducted for Veterans' groups with VA and CVN staff are in attendance, reported quarterly.
 - a. This can be tracked by both VA and CVN.
4. Number of Veterans & Service Members in attendance at events organized by CVN with VA staff in attendance, reported quarterly.
 - a. This can be tracked by both VA and CVN.
5. Number of Veterans served by MFCs for direct care and whether they are enrolled with the VHA or receive benefits from VBA, reported quarterly.

VII. POINTS OF CONTACT:

DEPARTMENT OF VETERANS AFFAIRS
Al Ozanian, Ph.D.
Asst. Dep. Dir, Mental Health Operations
(10NC5) Veterans Health Administration
810 Vermont Ave, NW
Washington, D.C 20420
202-461-5936
Alfred.ozanian2@va.gov

COHEN VETERANS NETWORK, Inc.
Anthony M. Hassan, Ed.D, LCSW
CEO & President, Cohen Veterans Network,
Inc.
72 Cummings Point Road
Stamford, CT 06902
(b)(6)
(b)(6) @CohenVeteransNetwork.org

VIII. LIMITATIONS:

- a. For the purposes of this MoA, a cooperative relationship is a voluntary, collaborative, working relationship between VA and CVN. The term cooperative relationship does not imply or intend that VA or CVN is liable for either party's obligations. This MoA shall not be construed to create a partnership, joint venture, agency, employment, or any other relationship between VA and CVN.

- b. CVN shall have no obligation under this MoA to participate, develop or implement any specific programs.
- c. CVN will not use this MoA to sell or promote any products or services, except that CVN may promote educational and outreach activities described in Section IV.
- d. No payment shall be due to either party for services provided under this MoA.
- e. All exchanges or releases of data made pursuant to this agreement will be made in accordance with applicable law and regulations, including the Privacy Act and the HIPAA Privacy Rule.
- f. No Protected Health Information will be used or disclosed for marketing purposes.
- g. CVN will not use the name of the VA or any of its components, except in factual publicity and with prior written approval of VA. Factual publicity includes announcements of dates, times, locations, purposes, agendas, and speakers, involved with awareness activities or events described in Section III. Such factual publicity shall not imply that the involvement of VA serves as an endorsement of the general policies, activities, or products of CVN. CVN may use VA's logo, seals, flags, and other symbols only pursuant to a written determination by VA that the proposed use by CVN advances the aims, purposes and mission of the Department. VA approval is not guaranteed.
- h. VA will not use, and has obtained no ownership interests in CVN or other CVN names, logos, and/or trademarks (the Marks) or any materials or programs developed under this MoA. VA will obtain CVN prior written approval to use the Marks, which will not be unreasonably withheld in the event the use is for mutually-agreed upon publicity.
- i. This MoA is not intended to be an exclusive arrangement. The relationship established in this MoA in no way limits VA or CVN from establishing similar relationships with any other entity.
- j. This MoA does not represent any endorsement by VA of the general policies, or activities of CVN.
- k. Any publicity released by either party concerning this MoA, the services or supports provided within, or any resulting outcomes, will be subject to prior approval of the other party. If either party does not respond with its approval or non-approval within five days after receiving proposed publicity from the other party, approval shall be deemed given.
- l. Each party shall bear its own costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this MoA. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

- m. This MoA may not be transferred by any party, in whole or in part, without the expressed prior written consent of the other party, which shall not be unreasonably withheld.
- n. Parties acknowledge and agree that, except for publicly-available materials and information, any materials shared under this MoA are strictly confidential and proprietary to the disclosing party and shall, subject to applicable law, be kept confidential.

IX. DURATION, AMENDMENT, REVIEW, AND CANCELLATION:

This MoA is effective when signed by the Parties and will remain in effect until cancelled in writing by either party or for three (3) years, whichever comes first. Amendments must be bilaterally executed in writing, signed by authorized representatives of both entities.

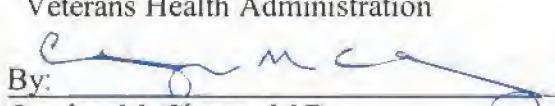
This MoA may only be cancelled upon written notice sent from an authorized representative of the cancelling party of not less than 30 days before the cancellation date to the authorized representative of the other party. In no case will any oral cancellation or cancellation attempted outside of these stated requirements be effective. This agreement is cancellable at will, without liability for any costs, direct or indirect.

X. ENTIRE AGREEMENT

This MoA represents the entire agreement between the Parties on this matter, and supersedes any and all prior understandings, agreements, representations or undertakings. This MoA is not subject to amendment, change or modification except by written agreement signed by authorized representatives of each party. Any amendments to this MoA shall specifically refer to this MoA.

XI. APPROVALS:

U.S. Department of Veterans Affairs
Veterans Health Administration

By: 
Carolyn M. Clancy, M.D.
Executive in Charge, Office of
the Under Secretary for Health

Date: 10/16/17

Cohen Veterans Network, Inc.

By: 
Anthony M. Hassan, Ed.D, LCSW
CEO & President, CVN

Date: 10/17/2017

From: Hassan, Anthony
(b)(6)@cohenveteransnetwork.org>
To: Shulkin, David J., MD
<david.shulkin@va.gov>
Cc: (b)(6)@point72.com>(b)(6)
(b)(6)@point72.com>(b)(6)@cohenbio.org>
Bcc:
Subject: [EXTERNAL] VA/CVN Partnership:Next Steps
Date: Wed Feb 22 2017 03:24:06 CST
Attachments:

Dear Secretary Shulkin,

Thank you for the call yesterday. I am following up with you on your offer to create an entree for me with your Assistant Deputy Secretary for Health and Community Care. I am interested in continuing the conversation to learn more about the opportunities to partner and how we can support your efforts in mental health care delivery and legislative support and advocacy.

All the best.. I look forward to our dinner meeting in April.

Sincerely,
Anthony

Anthony M. Hassan, Ed.D, LCSW
CEO and President
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(b)(6)@cohenveteransnetwork.org
www.cohenveteransnetwork.org

From: Hassan, Anthony
(b)(6)@cohenveteransnetwork.org>
To: Shulkin, David J., MD
</o=va/ou=exchange administrative group
(fydibohf23spdlt)/cn=recipients/cn=(b)(5);(b)(6)>
Cc: Yehia, Baligh R. </o=va/ou=exchange
administrative group
(fydibohf23spdlt)/cn=recipients/cn=(b)(5);(b)(6)>
Bcc:
Subject: RE: [EXTERNAL] VA/CVN Partnership:Next Steps
Date: Wed Feb 22 2017 08:03:06 CST
Attachments: EAS

Thank you David!

Dear Dr. Yehia,

I hope this email finds you well. You and I were also introduced to each other by (b)(6) via email in March of 2016, but there was no follow-up to his introductory email.

I would enjoy meeting with you. I would like to share a bit about the Cohen Veterans Network and learn from you about the opportunities to formally support veterans within our growing network of Cohen community-based military family mental health clinics.

Sincerely,

Anthony

Anthony M. Hassan, Ed.D, LCSW

CEO and President

Cohen Veterans Network

72 Cummings Point Road

Stamford, Connecticut 06902

(b)(6)

(b)(6) @CohenVeteransNetwork.org

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From: Shulkin, David J., MD [mailto:David.Shulkin@va.gov]
Sent: Wednesday, February 22, 2017 7:08 AM
To: Hassan, Anthony [b](6) @CohenVeteransNetwork.org>
Cc: Yehia, Baligh R. <Baligh.Yehia@va.gov>
Subject: RE: [EXTERNAL] VA/CVN Partnership:Next Steps

Anthony- I am connecting you and Dr Yehia

Sent with Good (www.good.com)

-----Original Message-----

From: Hassan, Anthony [b](6) @CohenVeteransNetwork.org]
Sent: Wednesday, February 22, 2017 03:24 AM Eastern Standard Time
To: Shulkin, David J.. MD
Cc: [b](6)
Subject: [EXTERNAL] VA/CVN Partnership:Next Steps

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(b)(6)

Attachments:

image001.jpg (3840 Bytes)

Owner: Hassan, Anthony (b)(6) @cohenveteransnetwork.org>
Filename: EAS
Last Modified: Wed Feb 22 07:03:06 CST 2017

Document ID: 0.7.1705.206222-000001

Attachment Name: EAS

Locator: esapst*\vaausdcscw200\LS\Collections\GCL 100093 FOIA - American Oversight v. VA\Batch 1 Online\David Shulkin\vacodjs1@va.gov.pst:000000082a6581b725c7b45806108e9e234be6144a02000::0700e4dcc1e7a50bcfc3cd47757f9fc565ac77267f00c6ad3feafdf195edf5fbfa5d4

Reason: : This file is empty (i.e., its length is zero bytes)

From: Hassan, Anthony
<anthony.hassan@cohenveteransnetwork.org>
To: Shulkin, David J., MD
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(fydibohf23spdlf)/cn=recipients/cn=(b)(5) (b)(6)>
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(b)(6)

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administrative group
(fydibohf23spdlt)/cn=recipients/cn=[b](5); [b](6)>
To: Hassan, Anthony
[b](6)@cohenveteransnetwork.org>
Cc: Yehia, Baligh R. </o=va/ou=exchange
administrative group
(fydibohf23spdlt)/cn=recipients/cn=[b](5) [b](6)>
Bcc:
Subject: RE: [EXTERNAL] VA/CVN Partnership:Next Steps
Date: Wed Feb 22 2017 07:08:14 CST
Attachments:

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